

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Addendum No. 1 to Interlocal Agreement (ILA) between the City of Everett and Port of Everett Regarding Improvements to PSO 6 and PSO 2.

☐ Briefing
☐ Proposed Action
☐ Consent
☒ Action
☐ First Reading
☐ Second Reading
☐ Third Reading
☐ Public Hearing
☐ Budget Advisory

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Public Works

Jim Miller

425-257-8880

May 18, 2016

Initialed by:

Department Head

CAA

Council President

db

[Signature]

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
14 th Street & West Marine View Drive	May 2014 Authorized Original ILA	Addendum	Legal, Public Works

Amount Budgeted	\$500,000	Fund 401
Expenditure Required	\$400,000	Account Number: UP 3588
Budget Remaining	\$100,000	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

In 2014, the City of Everett and the Port of Everett entered into an Interlocal Agreement (ILA) to construct and cost share on improvements to two combined sewer overflows, Puget Sound Outfall (PSO) 2 and 6. At this time, the Port is relocating a portion of PSO 1 in the vicinity of PSO 2 to enable the construction of a building associated with the Waterfront Place development near 14th Street and West Marine View Drive.

The City, as part of its Grand Avenue Park Bridge project, has designed piping that will convey combined sewage from this bridge north along West Marine View Drive and onto 14th Street. This pipe will connect to both PSO 1 and PSO 2. Rather than having both Port and City contractors working on these facilities, the Port has agreed to include the City's piping work on and near 14th Street in their contract. The City would reimburse the Port for any costs associated with the City's work for an amount that is not expected to exceed \$400,000.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Addendum No. 1 to the Interlocal Agreement between the City of Everett and the Port of Everett regarding improvements to PSO 6 and PSO 2 for the construction of combined sewer overflow piping.

ADDENDUM NO. 1

TO

INTERLOCAL AGREEMENT

BETWEEN

**THE CITY OF EVERETT AND PORT OF EVERETT REGARDING
IMPROVEMENTS TO PUGET SOUND OUTFALL 6
AND PUGET SOUND OUTFALL NO. 2**

This Addendum to Interlocal Agreement (“*Addendum*”) is dated for reference purposes May 31, 2016, and is between the CITY OF EVERETT (the “*City*”) and the PORT OF EVERETT (the “*Port*”) (individually a “*Party*” and collectively the “*Parties*”).

RECITALS

A. The City and Port are Parties to the Interlocal Agreement (the “*Agreement*”) dated July 3, 2014, concerning Puget Sound Outfall No. 6 and Puget Sound Outfall 2 (“*PSO 2*”).

B. The Port preparing to call for bids on a project near West Marine View Drive (the “*New Port Project*”). As part of this upcoming project, it makes sense for the Port’s contractor to install for the City a segment of pipe in 14th Street west of West Marine View Drive, which will carry combined sewer overflow, eventually connecting to the PSO 1 and PSO 2 (the “*New City Work*”). The New City Work will be done at the City’s cost.

C. The City has provided to Port design and construction specifications for the New City Work, which the Port has approved (the “*New City Work Approved Plans and Specifications*”). The Parties have or shortly will have all permits necessary for the New City Work.

D. The City and Port have agreed to use the almost same process for the New City Work as for the PSO 2 Work in the Agreement. The purpose of this Addendum is for the City and Port to formalize their understandings regarding the New City Work/New Port Project.

AGREEMENT

The Parties agree as follows:

A. Use of Agreement Section 2. Section 2 of the Agreement concerns PSO 2 Work. The Parties agree to also use Agreement Section 2 as shown in the table below for New Port Project and the New City Work:

Subsection	Topic	Applies to New City Work/New Port Project?
2.A	Design	NO
2.B	Permitting	NO
2.C	Procurement	YES
2.D	Construction	YES
2.E	Completion	YES
2.F	Permanent Easement	YES
2.G	Cost Sharing	YES

If a subsection applies to the New City Work/New Port Project in the table above, then that entire subsection applies to the New City Work/New Port Project as written, except that the term "PSO 2 Work" is replaced by "New City Work," the term "PSO 2 Approved Plans and Specifications" is replaced by "New City Work Approved Plans and Specifications," and the term "Everett Shipyard project" is replaced by "New Port Project."

The Parties agree that the use Section 2 of the Agreement for the New City Work/New Port Project is solely for convenience to avoid drafting a repetitive new agreement. As it relates to the PSO 2 Work, Section 2 of the Agreement remains unchanged by this Addendum. This Addendum has no impact whatsoever on the Agreement as the Agreement relates to PSO 2 Work.

B. General Provisions. All of Section 4 of the Agreement also applies to the New City Work/New Port Project. This Addendum shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040. The Agreement remains in full force and effect in its entirety.

CITY OF EVERETT

By: _____
Ray Stephanson, Mayor

Date: _____

APPROVED AS TO FORM:

ATTEST:

James D. Iles, City Attorney
Date: _____

Sharon Fuller, City Clerk
Date: _____

PORT OF EVERETT

By: _____

Name: _____

Title: _____

Date: _____